

Trustee, the Underwriter, the Third Party Administrator, or their employees or agents with respect to any tax advice concerning the Plan.

9. Other Acknowledgments:

In addition to other representations and warranties, the Employer makes the following acknowledgments and representations:

a. The Employer has not relied upon any legal or tax advice of the Sponsor, the Committee, the Third Party Administrator, the Underwriter or the Trustee, or any agent of these, in executing this Agreement.

b. Tax consequences arising from the Employer's adoption of the Plan are the responsibility of the Employer.

c. Contributions made by the Employer will be used, in part, to purchase contracts of Insurance on the lives of the Employee/Participants of the Employer. Initial Contributions will be placed in the Sponsor's Escrow Account and held there, without accruing interest or earnings, until Insurance contemplated by this Agreement is issued by the Underwriter.

d. The Employer has received, and has read and understood, the Plan, the Trust and this Agreement.

e. The Employer will inform the Third Party Administrator as soon as possible, but in any event in no less than thirty (30) days of any changes to the contact information provided to the Plan on all Employee/Participants of the Employer.

d. The Employer will distribute all notices, summary plan descriptions, and other information from the Plan to the Employee/Participants of the Employer when directed to do so by the Third Party Administrator.

10. Limitations on Adoption:

The Employer represents that it is not a sole proprietorship and acknowledges that a sole proprietorship is not eligible to adopt this Plan.

12. Benefit Integration:

The Benefits provided under the Plan are not integrated with or reduced by the benefits under other private or public plans.

13. Terms and Conditions of the Plan Control:

The Employer acknowledges and agrees that it has read the Plan, understands its terms and conditions, and is lawfully bound to such terms and conditions. Where the provisions of this Adoption Agreement, or any Summary Plan Description of the Plan conflict with the Plan terms, the Plan terms control. Capitalized terms contained in this Adoption Agreement have the same meaning as capitalized and defined terms in the Plan. The Plan Committee has the sole and absolute discretion to interpret the terms of this Agreement and the Plan in the event of a dispute.

14. Payment of Fees and Contributions:

Employer acknowledges and agrees that initial contributions and all administrative fees due under the Plan and/or this Adoption Agreement shall be paid, as invoiced, as follows:

Millennium Marketing Group, LLC
Att: Norm Bevan
2777 Allen Parkway, Suite 1122
Houston, Texas 77019

Millennium Marketing Group, LLC
Att: Scott Ridge
P.O. Box 247
Swarthmore, Pennsylvania 19081-9978

Contributions should be paid to:

Millennium Multiple Employer
Welfare Benefit Plan
Republic Bank of Norman, Trustee
Att: Rick Boyle
P.O. Box 5369
Norman, Oklahoma 73030

15. Notices To and From the Third Party Administrator:

Written notices required by the Plan shall be delivered to the Third Party Administrator at:

BKD, LLP
Att: William E MaGee, Partner
400 W. Capitol Avenue, Suite 2500
P.O. Box 3667
Little Rock, Arkansas 72203-3667

Written notices required by the Plan shall be delivered to the Employer at:

WESTALL CONSTRUCTORS, LTD

1839 DACOMA

HOUSTON, TEXAS 77092

16. Election for Individual Legal Opinion:

The Employer DOES or DOES NOT (circle one) elect to have an individualized legal opinion pertaining to the federal tax issues that may arise from the Employer's participation in the Plan issued to the Employer. If the Employer elects to have a individualized legal opinion issued, the Employer agrees to pay the fees and costs associated with counsel's professional services for such opinion. The Employer acknowledges that the fees and costs for an individualized legal opinion have been disclosed to the Employer.

IN WITNESS WHEREOF, The undersigned Employer representative is authorized under the controlling documents of the corporate or other entity to enter into this Adoption Agreement and has executed this Adoption Agreement on the date first stated above.

"Employer" WESTFALL CONSTRUCTORS LTD
WESTFALL GROUP LLC GENERAL PARTNER

J. E. M. '00
Signature of Authorized Party

Its: Executive Vice President

Accepted By:

Millennium Marketing Group, LLC

Daniel Brown

Sponsor

BKD, LLC
Third Party Administrator

H.B. Republic Bank & Trust, Trustee
Trustee

EXHIBIT "A"

INSURANCE PRODUCTS CHOSEN BY EMPLOYER

AMERICAN GENERAL LIFE - UL

FRED WESTFALL - A 70007763L

PATRICIA WESTFALL - A 70007671L

TIMOTHY WESTFALL - A 70007772L

EXHIBIT "B"
LIST OF EMPLOYEES ELIGIBLE TO PARTICIPATE IN THE PLAN

FRED WESTFALL -	285-38-5067	10/19/1945
PATRICIA WESTFALL -	462-13-1574	3/2/1972
TIMOTHY WESTFALL -	456-02-3926	6/23/1967

EXHIBIT "C"
BENEFICIARY DESIGNATION
UNDER THE
MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN¹ (the "Plan")

Participant's Name: PATRICIA LYNN WESTFALL

Social Security Number: 462-13-1574

I, PATRICIA LYNN WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

Check One Option:

- I designate a trust to be my Beneficiary
 I designate a person or persons to be my Beneficiary (ies)

For Trust:

Name of Trust _____

Name and Address of Trustee: _____

State of Origin of Trust: _____ Date Trust Originated: _____

For Individual Beneficiary (ies):

Name and Address of Beneficiary (ies)	Relationship	Date of Birth
<u>1 FRED WESTFALL 17622 NORTHSIDE FOREST DR.</u>	<u>FATHER</u>	<u>10/19/45</u>
<u>2 Houston TX 77068</u>		

3 _____

4 _____

¹ Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.

NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

Patricia Lynn Ventoy
Participant's Signature

5/4/04
Date

WEO' Null
Witness

EXHIBIT "C"
BENEFICIARY DESIGNATION
UNDER THE
MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN¹ (the "Plan")

Participant's Name: TIMOTHY LEIGH WESTFALL

Social Security Number: 456 - 02 - 3926

I TIMOTHY LEIGH WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

Check One Option:

- I designate a trust to be my Beneficiary
 I designate a person or persons to be my Beneficiary (ies)

For Trust:

Name of Trust _____

Name and Address of Trustee: _____

State of Origin of Trust: _____ Date Trust Originated: _____

For Individual Beneficiary (ies):

Name and Address of Beneficiary (ies)	Relationship	Date of Birth
<u>1 CARRIE ANN WESTFALL 14910 STONEMADE PLACE</u>	<u>SPOUSE</u>	<u>7/1/68</u>
<u>2 CYPRESS, TX 77429</u>		

3 _____

4 _____

¹ Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.

NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

John W. Weller
Participant's Signature

5-4-04

Date

D. O'Neil
Witness

EXHIBIT "C"
BENEFICIARY DESIGNATION
UNDER THE
MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN¹ (the "Plan")

Participant's Name: M. FRED WESTFALL

Social Security Number: 265 33 5067

I, M. FRED WESTFALL, desire to become a Participant in the Plan. I designate the trust or person(s) identified below as the Beneficiary (ies) of any Death Benefit(s) under the Plan. This Beneficiary Designation hereby revokes and supersedes all other designations that may have been made by me under the Plan prior to this designation. Unless irrevocable as indicated, below, I acknowledge and agree that this Beneficiary Designation is effective and revocable only by me, in writing, or as superceded by a subsequent Beneficiary Designation executed by me.

Check One Option:

- I designate a trust to be my Beneficiary
 I designate a person or persons to be my Beneficiary (ies)

For Trust:

Name of Trust WESTFALL FAMILY IRREVOCABLE INSURANCE TRUST

Name and Address of Trustee: CHARLOTTE WESTFALL

5530 BUGGET HOUSTON, TEXAS 77056

State of Origin of Trust: TEXAS Date Trust Originated: 10/19/91

For Individual Beneficiary (ies):

Name and Address of Beneficiary (ies)	Relationship	Date of Birth
---------------------------------------	--------------	---------------

1

2

3

4

¹ Copyright 2002, Millennium Marketing Group, LLC, Patent Pending 2002.

and others as shown by the attachment(s), if any.

NOTICE

Unless otherwise indicated, if there is more than one Beneficiary, Death Benefit(s) will be divided equally among the Beneficiaries. If any Beneficiary predeceases the Participant, the amount that would have been paid to such Beneficiary shall instead be paid to any surviving Beneficiaries in equal shares. If no Beneficiaries survive me, then benefit shall be paid to the Participant's estate or as directed by the Plan's terms.

This designation of Beneficiary or Beneficiaries IS or IS NOT (circle one) irrevocable by me.

Michael W. Hiltz
Participant's Signature

5/4/04
Date

Deborah Hill
Witness

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FRED WESTFALL, TIMOTHY WESTFALL, §
PATRICIA WESTFALL GONZALES, AND §
WESTFALL CONSTRUCTORS, LTD. §

Plaintiffs,

v.

Case No. _____

NORMAN H. BEVAN, et al.

Defendants.

NOTICE OF CONSENT OF DEFENDANT RAYMOND WICKER

TO THE HONORABLE JUDGE OF SAID COURT:

PLEASE TAKE NOTICE THAT Defendant Raymond Wicker files this consent to removal under 28 U.S.C. §1446(b).

1. On May 2, 2008, Plaintiffs filed an Original Petition styled *Fred Westfall, et al. v. Raymond Wicker, et al.*, Cause No. 08-04870, in the District Court of Dallas County, Texas, 95th Judicial Circuit. Plaintiffs filed a First Amended Original Petition on May 30, 2008 (the "State Court Action").

2. Defendant Raymond Wicker was served with the Original Petition in the State Court Action on May 15, 2008.

3. American General Life Insurance Company is filing a Notice of Removal, removing the State Court Action to the United States District Court for the Northern District of Texas, Dallas Division.

4. Defendant Raymond Wicker agrees with the notice of removal and consents to removal of this action to federal court.

Respectfully submitted,

By: 

Gary S. Kessler
Kessler Collins
2100 Ross Avenue, Suite 750
Dallas, Texas 75201
Telephone: (214) 379-0722
Facsimile: (214) 373-4714

*Attorney for Defendant Raymond
Wicker*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FRED WESTFALL, TIMOTHY WESTFALL, §
PATRICIA WESTFALL GONZALES, AND §
WESTFALL CONSTRUCTORS, LTD. §

Plaintiffs, §

v. §

NORMAN H. BEVAN, et al. §

Defendants. §

Case No. _____

NOTICE OF CONSENT OF DEFENDANT JONATHAN COCKS

TO THE HONORABLE JUDGE OF SAID COURT:

PLEASE TAKE NOTICE THAT Defendant Jonathan Cocks files this consent to removal under 28 U.S.C. §1446(b).

1. On May 2, 2008, Plaintiffs filed an Original Petition styled *Fred Westfall, et al. v. Raymond Wicker, et al.*, Cause No. 08-04870, in the District Court of Dallas County, Texas, 95th Judicial Circuit. Plaintiffs filed a First Amended Original Petition on May 30, 2008 (the "State Court Action").

2. Defendant Jonathan Cocks was served with the Original Petition in the State Court Action on June 10, 2008.

3. American General Life Insurance Company is filing a Notice of Removal, removing the State Court Action to the United States District Court for the Northern District of Texas, Dallas Division.

4. Defendant Jonathan Cocks agrees with the notice of removal and consents to removal of this action to federal court.

Respectfully submitted,

By: 

Jonathan Cocks
3205 Walker Drive
Richardson, Texas 75082

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**FRED WESTFALL, TIMOTHY WESTFALL,
PATRICIA WESTFALL GONZALES, AND
WESTFALL CONSTRUCTORS, LTD.**

Plaintiffs,

V.

Civil Action No. _____

**NORMAN H. BEVAN, JONATHAN COCKS, RAYMOND WICKER,
SCOTT RIDGE, AMERICAN
GENERAL LIFE INSURANCE
COMPANY AND THE MILLENNIUM
MULTIPLE EMPLOYER WELFARE
BENEFIT PLAN, MILLENNIUM
MARKETING GROUP, LLC,
INNOVUS FINANCIAL SOLUTIONS INC.,
SECUREPLAN ADMINISTRATORS, LLC.
AND REPUBLIC BANK AND TRUST**

Defendants.

INDEX OF DOCUMENTS FILED IN STATE COURT ACTION

<u>Exhibit</u>	<u>Name of Document</u>	<u>Date Filed</u>
A-1	Case Summary	
A-2	Civil District Court Cover Sheet	May 2, 2008
A-3	Letter to Clerk enclosing Plaintiffs' Original Petition	May 2, 2008
A-4	Plaintiffs' Original Petition	May 2, 2008
A-5	Citation returned - Raymond Wicker (Original Petition)	May 20, 2008
A-6	Letter to Clerk enclosing Plaintiffs' First Amended Original Petition	May 30, 2008
A-7	Plaintiffs' First Amended Original Petition	May 30, 2008



A-8

Defendant Raymond Wicker's Original Answer,
Counterclaim and Third Party Petition

June 9, 2008

COUNSEL OF RECORD

Counsel for Plaintiffs:

Anthony L. Vitullo
State Bar No. 20595500
Fee, Smith, Sharp & Vitullo, LLP
Three Galleria Tower
3155 Noel Road, Suite 1000
Dallas, Texas 75240
Telephone: 972-934-9100
Facsimile: 972-934-9200
lvitullo@feesmith.com

John L. Malesovas
State Bar No. 12857300
P. O. Box 1709
Waco, Texas 76703-1709
Telephone: 254-753-1777
Facsimile: 254-755-6400
john@malesovas.com

Counsel for Raymond Wicker

Gary S. Kessler
State Bar No. 11358200
Kessler Collins
2100 Ross Avenue, Suite 750
Dallas, TX 75201
Telephone: 214-379-0722
Facsimile: 214-373-4714
gsk@kesslercollins.com



Counsel for American General Life Insurance Company

Jason K. Fagelman

State Bar No. 00796525

Fulbright & Jaworski L.L.P.

2200 Ross Avenue, Suite 2800

Dallas, Texas 75201

Telephone: 214-855-8000

Facsimile: 214-855-8200

jfagelman@fulbright.com

Stephen Jackson

Alabama Bar No. ASB-7341-J51S

John David Collins

Alabama Bar No. ASB-3149-O64C

Bonnie B. Monroe

Alabama Bar No. ASB-0459-E43B

Maynard, Cooper & Gale, P.C.

1901 Sixth Avenue North

2400 Regions/Harbert Plaza

Birmingham, Alabama 35203-2618

Telephone (205) 254-1000

Facsimile (205) 254-1999

jackss@marnardcooper.com

collj@marnardcooper.com

bmonroe@marnardcooper.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**FRED WESTFALL, TIMOTHY WESTFALL,
PATRICIA WESTFALL GONZALES, AND
WESTFALL CONSTRUCTORS, LTD.**

Plaintiffs,

V.

Civil Action No. _____

**NORMAN H. BEVAN, JONATHAN COCKS, RAYMOND WICKER,
SCOTT RIDGE, AMERICAN
GENERAL LIFE INSURANCE
COMPANY AND THE MILLENNIUM
MULTIPLE EMPLOYER WELFARE
BENEFIT PLAN, MILLENNIUM
MARKETING GROUP, LLC,
INNOVUS FINANCIAL SOLUTIONS INC.,
SECUREPLAN ADMINISTRATORS, LLC.
AND REPUBLIC BANK AND TRUST**

E

**DEFENDANT AMERICAN GENERAL LIFE INSURANCE COMPANY'S
CERTIFICATE OF INTERESTED PERSONS**

Pursuant to Local Rules 3.1(f) and 81.1(a)(4) American General Life Insurance Company files this Certificate of Interested Persons that lists all persons, associations of persons, firms, partnerships, corporation, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities who or which are financially interested in the outcome of this litigation:

1. Fred Westfall
Plaintiff
 2. Timothy Westfall
Plaintiff
 3. Patricia Westfall Gonzales
Plaintiff



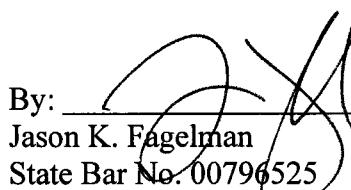
4. Westfall Constructors, Ltd.
Plaintiff
5. Anthony L. Vitullo of FEE, SMITH, SHARP & VITULLO, LLP and John L. Malesovas
Attorney for Plaintiffs, Fred Westfall, Timothy Westfall, Patricia Westfall Gonzales and Westfall Constructors, Ltd.
6. American General Life Insurance Company
Defendant
7. AGC Life Insurance Company
Parent Company of American General Life Insurance Company
8. AIG Life Holdings (US), Inc
Parent Company of AGC Life Insurance Company
9. American International Group, Inc.
Parent Company of AIG Life Holdings (US), Inc.
10. Jason K. Fagelman of FULBRIGHT & JAWORSKI L.L.P. and Stephen C. Jackson, Bonnie B. Monroe and John David Collins of MAYNARD COOPER & GALE, PC.
Attorneys for Defendant, American General Life Insurance Company
11. Raymond Wicker
Defendant
12. Gary S. Kessler of KESSLER & COLLINS.
Attorney for Defendant Raymond Wicker
13. Norman H. Bevan
Defendant
12. Jonathan Cocks
Defendant
13. Scott Ridge
Defendant
14. The Millennium Multiple Employer Welfare Benefit Plan
Defendant

15. Millennium Marketing Group, LLC
Defendant
16. Innovus Financial Solutions Inc.
Defendant
17. Secureplan Administrators, LLC.
Defendant
18. Republic Bank And Trust
Defendant

DATE: June 12, 2008.

Respectfully submitted,

FULBRIGHT & JAWORSKI L.L.P.

By: 

Jason K. Fagelman
State Bar No. 00796525
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201
Telephone: 214/855-8000
Facsimile: 214/855-8200

ONE OF THE ATTORNEYS FOR DEFENDANT
AMERICAN GENERAL LIFE INSURANCE
COMPANY

OF COUNSEL:

Stephen Jackson
Alabama Bar No. ASB-7341-J51S
John David Collins
Alabama Bar No. ASB-3149-064C
Bonnie B. Monroe
Alabama Bar No. ASB-0459-E43B
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618
Telephone (205) 254-1000
Facsimile (205) 254-1999

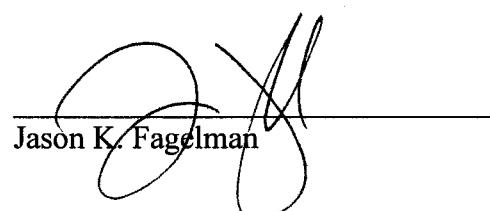
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following counsel of record to this proceeding by certified mail, return receipt requested, this 12th day of June, 2008:

Anthony L. Vitullo
Fee, Smith, Sharp & Vitullo, LLP
Three Galleria Tower
13155 Noel Road, Suite 1000
Dallas, Texas 75240

John L. Malesovas
P. O. Box 1709
Waco, Texas 76703-1709

Gary S. Kessler
Kessler Collins
2100 Ross Avenue, Suite 750
Dallas, TX 75201



Jason K. Fagelman